## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Performance Fibers Operations, Inc.	03/07/2008

#### RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	335 S Main St
City:	Bartlett
State/Country:	ILLINOIS
Postal Code:	60103-4422

#### PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	5525424
Patent Number:	6074753
Patent Number:	6471906
Application Number:	10591513
Patent Number:	5483010
Patent Number:	5523156
Patent Number:	5562988
Patent Number:	6767485
Patent Number:	4973657
Patent Number:	5186879
Patent Number:	5238740
Patent Number:	5266255
Patent Number:	6015616
Patent Number:	5669796
Patent Number:	5672421
	DATENT

PATENT

500483300 **REEL: 020617 FRAME: 0942** 

li .	
Patent Number:	5658655
Patent Number:	5744237
Patent Number:	6117549
Patent Number:	6775970
Patent Number:	5518813
Patent Number:	5658662
Patent Number:	5713601
Patent Number:	5735110
Patent Number:	5538792
Application Number:	10500198

#### **CORRESPONDENCE DATA**

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W. Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	063264-0029
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal

#### Total Attachments: 12

source=PF - Fully Executed Patent Security Agreement#page1.tif

source=PF - Fully Executed Patent Security Agreement#page2.tif

source=PF - Fully Executed Patent Security Agreement#page3.tif

source=PF - Fully Executed Patent Security Agreement#page4.tif

source=PF - Fully Executed Patent Security Agreement#page5.tif

source=PF - Fully Executed Patent Security Agreement#page6.tif

source=PF - Fully Executed Patent Security Agreement#page7.tif

source=PF - Fully Executed Patent Security Agreement#page8.tif

source=PF - Fully Executed Patent Security Agreement#page9.tif

source=PF - Fully Executed Patent Security Agreement#page10.tif

source=PF - Fully Executed Patent Security Agreement#page11.tif

source=PF - Fully Executed Patent Security Agreement#page12.tif

# GRANT OF SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "<u>Agreement</u>"), dated as of March 7, 2008, is made by Performance Fibers Operations, Inc., a Delaware corporation (the "<u>Borrower</u>"), in favor of Harris N.A., as lender ("<u>Lender</u>"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, the parties hereto have executed that certain Harris N.A. Loan Authorization Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS pursuant to the Loan Agreement, the Lender has agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Borrower has executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Lender (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all personal property, including the Patents (as defined below); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make loans and other financial accommodations to the Borrower pursuant to the Loan Agreement, the Borrower agrees, for the benefit of the Lender as follows:

1-NY/2278971.2

SECTION 1. <u>Definitions</u>. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

"Patents" means patents and patent applications, including, (i) the patents and patent applications listed on Schedule A attached hereto and made a part hereof, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, and (v) all of the Borrower's rights corresponding thereto throughout the world.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon a demand for payment made by the Lender under the Loan Agreement, assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Lender to secure payment, performance and observance of the Obligations (as defined in the Security Agreement).

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patents granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law, Entire Agreement, etc. THIS GRANT OF SECURITY INTERESTS IN PATENT RIGHTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS. THIS GRANT OF SECURITY INTERESTS IN PATENT RIGHTS, THE SECURITY AGREEMENT AND THE LOAN AGREEMENT CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO

-2-

P

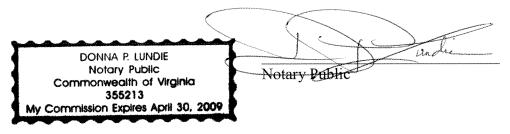
SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PERFORMANCE FIBERS OPERATIONS, INC.,
as Borrower
By: Jorlen Othe
Name: Torben Wetche
Title: Treasurer
HARRIS N.A., as Lender
By:
Name:
Title:

COMMONWEALTH OF VIRGINIA	)
	) ss
CITY OF RICHMOND	)

On the 18 day of February, 2008, before me personally came Torben Wetche; who, being duly sworn, did depose and say that he is the Treasurer of Performance Fibers Operations, Inc., a Delaware corporation, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PERFORMANCE FIBERS OPERATIONS, INC., as Borrower

By: Name:

Title:

HARRIS N.A., as Lender

Name:

Title:

**Denise Sidlo** Vice President

Signature Page to Grant of Security Interests in Patent Rights

STATE OF LUCINOIS	)
COUNTY OF COOK	) ss )
	•

On the \_\_\_\_\_ day of February, 2008, before me personally came \_\_\_\_\_\_; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_\_ of Harris N.A., a national banking association, the bank described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such bank; and that she/he acknowledged said instrument to be the free act and deed of said bank.

Notary Public

OFFICIAL SEAL
DAVID B. ROBERTS
Notary Public - State of Illinois
My Commission Expires Aug 31, 2011

(PLACE STAMP AND SEAL ABOVE)

### SCHEDULE A

# **Patents and Patent Applications**

Docket	Patent / Application No.	Title	Status	Product Codes
8072	[ <b>EP</b> 0 395 435] DE, FR, GB, IT, NL	Organic polymer having a modified surface and process therefor	Granted	811, 793
	<b>JP</b> 2 725 877		Granted	
	KR 181 175		Granted	
	US 5,328,765		Granted	
	US 5,525,424		Granted	
1997/T003	[ <b>EP</b> 0 854 163] DE, FR, NL	Stretched polyester yarn for reinforcement of	Granted	785, 787
	<b>BR</b> 98 000 14	elastic structures	Filed	
	CN 98 104239.2		Granted	
	ID 7449		Granted	
	KR 488 276		Granted	
	IN 102/MAS/98		Filed	
			Granted	
	TR 165 215		Granted	
	US 6,074,753			
1999/18	EP 1 172 465 [BE, CH, FR, DE, ES, NL]	Ultra low tension relax process and tension gate	Filed	Development
	TR 2001 01992	apparatus	Granted	
	<b>BR</b> 01 02053		Filed	
	CN 1 332 274		Decision to	
	<b>JP</b> 2002 030 517		grant	SOCIAL PROPERTY AND A STATE OF THE STATE OF
	<b>KR</b> 34732/2001		Filed	
	MX 227 857		Filed	
	TW 197769		Granted	faller of the state of the stat

1-NY/2278971.2

Docket	Patent / Application No.	Title	Status	Product Codes
	US 6,471, 906		Granted Granted	
2004/02	BR PCT/US05/008989	Low Wick Continuous	Filed	784
	CN PCT/US05/008989	Filament Yarn	Designated	
	<b>EP</b> PCT/US05/008989		Published	
	<b>ID</b> WO 02/00602379		Filed	
	IN 4746/DELNP/06		Filed	
	<b>JP</b> PCT/US05/008989		Filed	
	KR 10-2006-7022001		Filed	
	MX 06/009900		Filed	
	US 10/591513		Filed	
8204	US 5,483,010	Organic polymer having a modified surface and	Filed	811,793
	US 5,523,156	process therefor	Filed	
	US 5,562,988		Filed	
2002/08	BR P10318193.6	Process for Controlling	Filed	Process
** Note that this family of patents and	<b>BY</b> 2005/0911.00	Molecular weight	Filed	
patent applications	CN 2003/80110200.20		Published	
require a	EP 3770629.80		Published	
license grant back to	<b>ID</b> WO05/02546		Filed	
Invista for use etc. outside of	IN 4129/DELNP/2005		Filed	To the state of th
the Business	<b>KR</b> 10-2005-7018112		Filed	
	US 6,767,485		Granted	
	<b>ZA</b> 2005/07348		Decision to grant	
1984/F202	US 4,973,657	High strength polyester and process for its preparation	Granted	740, 745, 765, 748
1993/F431	EP 0 661 393 [DE, CH, FR, GB, IT, NL]	High tenacity, fire resistant polyester yarn, method for its	Granted	704, 706

Docket	Patent / Application No.	Title	Status	Product Codes
	BR 94 05273	production and use	Granted	
	CA 2 138 465		Granted	
	US 5,658,662		Granted	
8089	[EP 0 456 496]	Spinning Process for	Granted	
	DE, FR, NL KR 208055	producing high strength, high modulus low shrinkage yarns	Granted	
	US 5,186,879		Granted	
8091	US 5,238,740	Drawn polyester having a high tenacity and high modulus and a low shrinkage	Granted	
8172	US 5,266,255	Process for High Stress Spinning of Polyester Industrial Yarn	Granted	
8224	US 6,015,616	Drawn polyester having a high tenacity and high modulus and a low shrinkage	Granted	
8232	[EP 0 773 331] DE, FR, GB, IT, NL	Geogrid composed of polyethylene terephthalate and	Granted	
	US 5,669,796	polyolefin bicomponent fibers	Granted	
8196	[EP 0 623 765] DE, FR, GB, IT, NL	Heterofilament for cord reinforcement in rubber goods	Granted	
	US 5,672,421	8	Granted	
	US 5,658,655		Granted	
	US 5,744,237		Granted	
	US 6,117,549		Granted	
8291	[EP 1 205 593] CH, DE, FR, NL	Polyester yarn with sequential coated reactive finishes,	Granted	
	TR 00264	process for making the yarn, and a rubber composite employing the yarn	Granted	
2001/15	US 6,775,970	Apparatus and method for making a hybrid cord	Granted	

Docket	Patent / Application No.	Title	Status	<b>Product Codes</b>
1997/T008	GB 2323102	Multifilament sewing thread	Granted	
1993/F396	[EP 0 658 639] DE	Poly(1,4-cyclohexane dimethyl terephthalate) multifilament yarns for	Granted	
	CA 2137020	technical applications and production thereof	Granted	
	US 5,518,813		Granted	
1993/F431	BR P19405273-5	High tenacity low flammability polyester	Granted	
	CA 2138465	yarn, production thereof and use thereof	Granted	
	[EP 0 661 393] CH, DE, FR, GB, IT, NL		Granted	
	MX 198085		Granted	
	US 5,658,662		Granted	
1995/T022	BR P19605037	Low flammability safety belts containing	Granted	
	CA 2187587	phosphorous modified polyester fibers and use	Granted	
	CN 84233	of these fibers for manufacturing safety	Granted	
	[EP 0 773 313] DE, FR, GB, IT, NL	belts	Granted	
	IN 195329		Granted	
	KR 414997		Granted	
	MX 197919		Granted	
	US 5,713,601		Granted	
1992/F315	[EP0 591 827] DE, FR. GB, GR, IT	Core yarn with a core of high strength material, preparation thereof and	Granted	
	BR P10303991-3	use of selected material for producing core	Granted	
	MX 190682	yarns	Granted	
	SG 81195		Granted	
	TH 10786		Granted	
	TW NI-72698		Granted	
	US 5,735,110		Granted	

Docket	Patent / Application No.	Title	Status	Product Codes
2001/13	EP 1 463 852	Yarn making process and apparatus	Decision to grant	<u> </u>
	<b>CA</b> 2 469 220		Filed	
	CN 1610770		Decision to grant	
	KR 624 573		Granted	
	<b>MX</b> 2004/0065275		Filed	
	US 10/500,198		Filed	
1992/F210	US 5,538,792	Process for drawing heated yarns, thereby obtainable polyester fibers, and use thereof	Granted	

1-NY/2278971.2

**RECORDED: 03/10/2008**